

**LABOR AGREEMENT
BETWEEN
THE COUNTY OF CARVER**

and

**LOCAL UNION NO. 2789
COUNCIL # 65, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

ASSISTANT COUNTY ATTORNEYS

January 1, 2019 through December 31, 2020

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ARTICLE 1. PURPOSE OF AGREEMENT

Section 1. This memorandum of Agreement, hereinafter referred to as the Agreement, is entered into between the County of Carver, hereinafter called the Employer, and Council #65, American Federation of State, County and Municipal Employees and its affiliated Local No. 2789, hereinafter called the Union. The intent and purpose of this Agreement is to:

1.1 Establish the foundation for a harmonious and effective labor management relationship;

1.2 Express in written form the complete Agreement between the parties on hours, and other conditions of employment, and to specify the duration of this Agreement

1.3 Establish orderly procedures for the resolution of disputes concerning interpretations and/or application of the provisions set forth in this Agreement.

The Employer and the union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication. The parties recognize that this Agreement is not intended to modify any of the authority vested in the County of Carver by the statutes of the State of Minnesota, except as provided in this Agreement.

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the exclusive representative for all Assistant County Attorneys of the Carver County Attorney's Office, Chaska, Minnesota, who are public employees within the meaning of Minn. Stat. 179.03, subd. 14, excluding supervisory, confidential and all other employees.

ARTICLE 3. DEFINITIONS

Section 1. These terms used in this Agreement shall be defined as follows:

1.1 Base Pay Rate: The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity, or any other special allowances.

1.2 Continuous Service: Unceasing service from last date of hire, including approved leaves of absence up to one year in duration and periods of layoff if return from layoff was upon recall, as provided in Article 6, Section 2.

1.3 Days: Unless otherwise indicated, means working days. (Monday through Friday, exclusive of holidays).

1.4 Demotion: A change by an employee from a position in one work classification to a position in another classification with a lower Decision Band Method (DBM) designation.

1.5 Department: An organizational unit of Carver County government.

1.6 Division: An organizational unit of Carver County Government including one or more Departments.

1.7 Emergency: A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.

1.8 Employee: A member of the exclusively recognized bargaining units as defined in Article 2 of this Agreement.

1.9 Employer: Carver County Board of Commissioners and its designated representatives.

1.10 Exempt Employee: An employee exempt from the overtime provisions of the Federal Fair Labor Standards Act, whose job duties and responsibilities are primarily professional, managerial, and/or executive in nature.

1.11 Full Month of Service: One (1) calendar month of continuous service.

1.12 Layoff: Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.

1.13 Leave of Absence: An approved absence from work duty during a scheduled work period with or without compensation.

1.14 Payroll Year: The year beginning with the first day of the payroll period that will be paid in the calendar year and ending with the last day of the final complete pay period that will be paid in the calendar year.

1.15 Permanent Employee: A member of the exclusively recognized bargaining unit as defined in Article 2 of this Agreement who has completed the required probationary period for newly hired or rehired employees.

1.16 Permanent Part-Time Employee: A member of the bargaining unit, as defined in Article 2, who serves less than thirty-two (32) compensated hours per week (average of 151.66 hours per month).

1.17 Probationary Period: For employees hired after the ratification of this agreement by both parties, the first twelve (12) months of service of newly hired or rehired employees.

1.18 Promotion: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and a higher Decision Band Method (DBM) designation.

1.19 Pyramiding: The payment of more than one form of premium compensation for the same hours of work.

1.20 Reclassification: A change in the grade level of a position as a result of approved changes in job duties which modify the responsibilities or decision making authority by raising it to a higher level or reducing to a lower level, based on a retrospective review of how the position has evolved. An employee in such a situation retains their employment and does not have to apply for the new classification.

1.21 Reinstatement: Rehiring an employee in a classification they have previously held, within the first twelve (12) months following their voluntary termination. A reinstated employee may receive credit for prior service in leave accruals and wages upon reinstatement.

1.22 Seniority: Length of Service as established by Article 6, Section 1.

1.23 Temporary Employee: An employee hired on a temporary basis to replace a regular employee who is on the medical leave of absence or other leave of absence or who has been assigned to a special project. Temporary employees shall include a special project employee who is hired on a grant or other special project basis where the employee has little prospect for permanent employment. Such employees shall earn the salary rate set forth in Article 23 for temporary employees and shall not receive any other benefits or seniority.

1.24 Transfer: A change of an employee from one position to another position in the same work classification in another department or to another work classification in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.

1.25 Trial Period: For employees not serving under a new hire probationary period the trial period will be the first six (6) months of service in a new position of a promoted employee. For employees who are promoted during a new hire probationary period the trial period will commence upon the completion of the new hire probationary period.

1.26 Union: Council #65, American Federation of State, County and Municipal Employees, and its affiliated Local Union #2789.

1.27 Union Member: A member of Council #65, American Federation of State, County and Municipal Employees and its affiliated Local Union #2789.

ARTICLE 4. UNION SECURITY

Section 1. In recognition of the Union as the exclusive representative, the Employer shall:

- 1.1** Deduct each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of an employee who has authorized, in writing, such deduction in a form agreed upon by the Employer and the Union; and
- 1.2** Deduct each month fees from the wages of a bargaining unit employee who has authorized in writing such deductions; and
- 1.3** Remit monthly such deductions to the Union, AFSCME Council 65 with a list of the names of the employees from whose wages deductions were made; and
- 1.4** The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.

Section 2. The Union agrees to represent all members of the unit fairly and without discrimination.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments including attorney's fees brought or issued against the Employer as a result of any action taken or not taken by the Employer under provisions of this Article.

Section 4. The Union may designate certain employees from the bargaining unit to act as stewards and shall certify to the Employer, in writing, of such choice and the designation of the successors to former stewards. The Union shall also certify to the Employer a complete and current list of its officers and representative(s).

4.1 The Employer agrees to recognize stewards certified by the Union as provided in this Section, subject to the following: Stewards and other employee Union officers shall not leave their work stations without prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for Union business will be limited to the investigation and presentation of grievances to the Employer. No more than one (1) steward shall on paid time investigate or present a grievance.

4.2 Non-employee representatives of the Union, previously certified to the Employer as provided herein, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussion grievances if they first notify and receive approval from the Employer's Department Manager and provided the Union representatives do not interfere with the work of employees. The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Union activities on the Employer's time. The Union shall not use the Employer's premises or facilities for Union business without prior approval of the Employer.

4.3 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs, and any other items specifically approved by the Employer. The Union agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

ARTICLE 5. EMPLOYER AUTHORITY

Section 1. It is recognized by both parties that except as expressly stated herein, the Employer shall retain whatever right and authority necessary for it to operate but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the department; to determine the method, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made, purchased or contracted out for; to hire, promote or relieve employees; to demote, suspend, discipline or discharge for just cause; to make and enforce rules and regulations which are not in conflict with this Agreement; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the Employer shall retain the authority and prerogatives to:

- a. Operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities, except as expressly provided in this Agreement, and to establish such work rules as do not conflict with the provisions contained in this Agreement.
- b. Maintain the efficiency of the government operations; and
- c. Take whatever actions may be necessary to carry out the missions of the Employer in emergencies.

A reference in this Agreement to state or federal law will not be deemed to incorporate the referenced law into this Agreement

Section 2. The Employer retains all rights and privileges not specifically addressed or modified by this Agreement.

Section 3. The Employer agrees to apply the terms of this Agreement to all members of the units fairly and without discrimination.

ARTICLE 6. SENIORITY

Section 1.

1.1 The Employer shall establish and post separate seniority lists for permanent full-time and permanent part-time employees by January 31 of each year. Seniority lists shall include County, Union and Classification seniority dates. Ties in seniority shall be broken by lot prior to posting.

1.2 There shall be three types of seniority established on each seniority list as follows:

1.2.1 County Seniority, which shall be the total length of continuous service with the County.

1.2.2 Union Seniority, which shall be the total length of continuous service within the Carver County Attorney's Office.

1.2.3 Classification Seniority, which shall be the total length of service within a work classification. For purposes of layoff only, classifications Attorney and Senior Attorney shall be combined and considered one classification.

1.3 Seniority After Organizational Changes:

1.3.1 When an employee's job title changes and their duties remain essentially the same, the employee shall maintain classification seniority based on the combined time in the two job titles.

1.3.2 When departments merge or a department is re-named, an employee shall maintain department seniority based on the combined length of service in the previously and currently named departments.

1.4 Breaks in Seniority. An employee's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.

1.5 Seniority List Challenge. Employees will have thirty calendar days after the day of posting to challenge any data or seniority ranking contained in the posted seniority list. All such challenges will be submitted to the County Employee Relations Division in writing together with any supporting documentation. Timely challenges will be evaluated by the County. Affected employees will be notified in writing of the County's decision. Affected employees who disagree with the County's decision may file a grievance which will be considered to automatically be at the arbitration level to be handled in an expedited manner. Upon conclusion of the challenge process, the seniority list will be final and binding on all employees and the County for purposes of any layoff.

Section 2. Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of layoff and recall subject to the following provisions:

2.1 Permanent Full-time Layoff. Layoff shall be by classification within the Carver County Attorney's Office, inverse order of classification seniority. However, an employee about to be laid off, who has served in an equal or lower paying classification in the department or in another department shall have the right to bump (displace) the employee with the least classification seniority in such classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the employee who is to be bumped. Permanent full-time employees may bump permanent part-time employees.

2.2 Permanent Part-time Layoff.

A. Layoff shall be by classification within the Carver County Attorney's Office, inverse order of classification seniority, subject to the following:

- (1) The senior employee must be assigned to work a number of hours equal to or greater than the number of hours assigned to the junior employee.
- (2) If the senior employee is not working an equal or greater number of assigned hours, then the senior employee will be placed on layoff.

B. A permanent part-time employee may not bump a permanent full-time employee, subject to the following:

- (1) An employee about to be laid off, who has served in an equal or lower paying classification in the department or in another department shall have the right to bump (displace) the employee with the least classification seniority in such classification subject to the same requirements of assigned hours in order to perfect the bumping right.
- (2) The Employer reserves the right to determine if the employee who is exercising bumping rights is adequately qualified to perform the duties of the classification into which he/she is bumping and if he/she has greater department seniority than the employee who is to be bumped.

2.3 Pro-rata Reduction in Hours. The employees within the Carver County Attorney's Office may propose a plan of pro-rata reduction in hours in lieu of placing junior employees on layoff. Such a plan may be presented to the County for its consideration. Upon approval by the County the plan would be deemed to be an agreed upon exception to the provisions of this Article which the County would then implement.

2.4 Recall from Layoff.

2.4.1 Permanent part-time. Recall from layoff shall be by classification within the Carver County Attorney's Office, in inverse order of layoff, provided

that, if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and the Employer, she/he shall automatically have terminated her/his employment. An employee's name shall be retained on the recall list for two (2) years, at which time all rights to recall shall terminate. If the recall is to a position with fewer assigned hours than the position from which the employee was placed on layoff status, then the employee may reject the recall and remain in layoff status with recall rights continuing for the balance of the two year time period. Acceptance of a recall to any position extinguishes all recall rights. The Employer may subsequently offer additional hours of employment to the employee who accepted fewer hours and relinquished recall rights.

2.4.2 Permanent full-time. Recall from layoff shall be by classification within the Carver County Attorney's Office, in inverse order of layoff, provided that, if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and Employer, she/he shall automatically have terminated her/his employment. An employee's name shall be retained on the recall list for two years, at which time all rights to recall shall terminate.

2.5 The Employer shall issue written notice ten (10) calendar days in advance of layoff or recall from layoff to affected employees. Recall notification shall be by registered or certified mail to the employee's last known address. It shall be the responsibility of each employee on layoff to inform the employer of any address change.

2.6 Emergency, provisional and limited term employees in the same classification and department shall precede permanent employees in layoff. No new employees shall be hired in a work classification and department where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.

2.7 Employees in layoff status will have a right of first refusal to substitute for an incumbent who is on a leave of absence approved by the County, provided the employee meets minimum requirements to perform the duties of the position held by the employee who is on an approved leave of absence. The employee in layoff status may accept or reject the substitute duties without jeopardizing recall rights. Acceptance of the substitute duties does not constitute a recall. Upon completion of the substitute duties, the employee will not be entitled to any notice of procedures whatsoever.

2.8 Seniority During Layoff. Employees will retain the seniority they accrued prior to layoff, but not accrue additional seniority during the time they are on layoff status.

2.9 Upon recall from lay-off, an employee's leave accrual rate shall be restored to the rate immediately prior to the lay-off. Upon recall from lay-off, an employee's leave balance(s) shall be restored to the level(s) immediately prior to layoff, reduced by any severance payout resulting from the layoff.

Section 3. Whenever possible, vacant or newly created positions shall be filled by transfer or promotion from among the present employees. When all other qualifications are equal, the Employer shall select the applicant with the greater County seniority for the job posting. If it becomes necessary in making a promotion or transfer to bypass an employee's seniority, reasons for said denial shall be given in writing to such employee. Positions with the incumbents which are reclassified shall not be considered vacant or newly created for the purpose of bidding.

3.1 When recruiting to fill a vacant position, the Employer shall interview the most highly ranked, qualified bargaining unit member for a vacancy within the bargaining unit.

Section 4. For a period of five (5) days prior to filling such vacant or newly created bargaining unit position, the Employer shall post in a conspicuous public place at each work site notice of all vacant or newly created bargaining unit positions to be filled. Such notices shall state the type of work, the place of work, the rate of pay, normal hours to be worked, and the job classification.

ARTICLE 7. GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A grievance is defined as a dispute or a disagreement as to the interpretation or application of the specific terms or conditions of this Agreement.

Section 2. Representatives. The Employer will recognize representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 3. Processing of a Grievance. It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the County during normal working hours provided the employee and the Union representative have notified and received the approval of the Employer who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 4. Procedure. Grievances, as defined by Section 1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this contract shall, within fifteen (15) days after the day such alleged violation has occurred, present such grievance to the employee's immediate supervisor. The supervisor must be in receipt of the grievance on or before day fifteen (15). The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) days after receipt. A grievance placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the contract allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) days after the

supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the County Attorney or his/her designee. The County Attorney or his/her designee shall give the Union the Employer's Step 2 answer in writing within ten (10) days after receipt of such grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) days following the County Attorney or his/her designee's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated Step 3 representative shall give the Union the Employer's answer in writing within ten (10) days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) days following the Employer-designated Step 3 representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) days shall be considered waived.

Step 3A. Mediation. If the employer and the Union mutually agree, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation within ten (10) days after receipt of the Employer-designated representative's final answer in Step 3. If the grievance is submitted to mediation and is resolved, the settlement shall be reduced to writing and signed by both the employer and the Union. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) days of the date of the mediation meeting. Any grievance not appealed in writing to Step 4 by the Union within ten (10) days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. Filing for arbitration must occur within ten (10) days of the receipt of the Employer's Step 3 response. Any grievance not appealed to arbitration within ten (10) days shall be considered waived. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. The Union must contact the Employer to select an arbitrator within (30) calendar days of the arbitration filing date or the grievance shall be considered waived. Notification/booking of the arbitrator may be extended by mutual agreement of the Employer and the Union.

Section 5. Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract form terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 6. Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

Section 7. Choice of Remedy. If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Section 4, or a procedure such as: Veterans Preference or Human Rights. If appealed to any procedure other than Step 4 of Section 4, the grievance is not subject to the arbitration procedure as provided in Step 4 of Section 4. The aggrieved employee shall indicate in writing which procedure is to be utilized--Step 4 of Section 4, or another appeal procedure--and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Section 4.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299 (1992), or if the Board of Governors is judicially or legislatively overruled, this paragraph of Section 7 shall be immediately null and void and shall be deleted from this Agreement.

ARTICLE 8. NO STRIKE/NO LOCKOUT

Section 1. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Union, when aware of the event, shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

Section 2. The Employer shall not lockout unit employees.

ARTICLE 9. PROBATION AND TRIAL PERIODS

Section 1. All newly hired or rehired employees, hired after the ratification of this agreement by both parties, shall serve a twelve (12) month probationary period. A leave of in excess of ten (10) consecutive work days shall extend the probationary period by that amount. Employees may use PTO throughout the probationary period.

Section 2. The Employer, at its sole discretion, may discipline or discharge a probationary employee, such action shall not be subject to the grievance procedure.

Section 3. All employees promoted to a new position shall serve a six (6) month trial period. If an employee serving a probationary period as defined in Section 1 above, receives a promotion, he/she shall serve a complete twelve (12) month probationary period followed by a six (6) month trial period.

Section 4. The Employer may return a trial period employee to a position in his/her former classification and to his/her classification during the trial period and to his/her rate of pay immediately previous to transfer or promotion.

Section 5. A trial period employee shall have, for the first four (4) months of the trial period, the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to transfer or promotion.

ARTICLE 10. WORK SCHEDULES – PREMIUM PAY

Section 1. This Article is intended only to define the normal hours of work and to provide the basis for the calculation of premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Section 2. Work Period. A full-time work period shall be eighty (80) hours for full-time employees. Normal work days shall be Monday through Friday, 8:00 a.m. to 4:30 p.m.

Exempt staff report time based on 80 hours in a pay period and report only whole hour increments.

Section 3. Work Day. The normal work day for full-time employees shall consist of eight (8) hours of work plus an unpaid meal period.

Section 4. Work Shift. Work shifts, staffing schedules and the assignment of employees thereto shall be established by the Employer.

Section 5. Work Schedule Changes. The Employer shall notify employees ten (10) work days in advance of any permanent changes in their work schedules.

Section 6. Alternative Work Schedules. If an employee makes a request for an alternative work schedule and such request is denied by the employee's supervisor, the employee may appeal this decision in successive steps through the Chief Deputy County Attorney, the County Attorney, and concluding at the level of the County Administrator. The ultimate work schedule decision shall not be subject to appeal through the grievance procedure of this Agreement.

Section 7. Rest Breaks. Rest breaks shall be taken in accordance with the Carver County Personnel Policies.

Section 8. Meal Period. An unpaid meal period shall be scheduled toward the middle of the work shift, at a time which the Employer determines does not interfere with the rendering of services.

Section 9. Exempt Employees.

9.1 The following classifications shall be considered exempt employees for the purposes of overtime compensation: Attorney and Senior Attorney.

9.2 When the Employer creates a new classification or changes the job content of an existing classification, the Employer shall designate the position exempt or non-exempt. The Employer shall notify the Union of such designation. The Union may request in writing that the employer meet and confer concerning such designation within ten (10) days of notification. If the Employer and the Union cannot agree on the exempt or non-exempt status of the classification, the matter shall be submitted for determination to a third party, mutually agreed upon by the Union and the Employer, who is knowledgeable in questions of exempt status.

9.3 The Employer may utilize the procedure in 9.2 to define positions as exempt.

9.4 All hours worked in excess of the work period shall be considered premium compensation hours for exempt employees.

9.5 Exempt employees shall be compensated for premium compensation hours on the basis of one (1) hour of flex time off for each premium compensation hour worked. However, no guarantee exists for the exempt employee to utilize part or

all of the flex time accrued. In no instance shall an exempt employee receive cash payment for flex time accrued during employment or at severance. Flex time for exempt employees may accrue to eighty (80) hours at the end of any pay period.

ARTICLE 11. HOLIDAYS

Section 1. Employees shall be entitled to compensated time off for designated holidays provided the employee is on compensated payroll status the last assigned work day preceding the holiday and the first assigned work day following the holiday.

Section 2. Designated eight (8) hour holidays are as follows:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	
Christmas Day	December 25

Section 3. Permanent part-time employees shall receive holiday pay concurrent with the holiday at a pro- rata amount based on their budgeted full-time equivalent (FTE).

Section 4. When a holiday, as designated in this Article, falls on Sunday, the following day (Monday) shall be observed as the holiday for employees, or when such holiday falls on Saturday, the preceding day (Friday) shall be the observed holiday for employees. An employee, regardless of his/her work schedule shall receive the same number of holidays as an employee whose normal work week is Monday through Friday.

Section 5. Holidays which occur within an employee's approved and compensated PTO period will not be chargeable to the employee's PTO.

ARTICLE 12. PAID TIME OFF

Section 1. All full-time employees shall be eligible for Paid Time Off (PTO) benefits at their current base rate. Probationary employees and trial period employees shall be eligible to accrue and use PTO during their probationary period.

Section 2.

- 2.1 Permanent full-time employees shall accrue PTO benefits in accordance with the following schedule, provided that PTO shall only accrue when an employee is on compensated payroll status, on Voluntary Unpaid Leave (UL) or approved military leave;

Years of Completed Service	PTO Days / Hours Earned Per Year
1 - < 5	20 / 160
5 < 10	23 / 184
10 < 15	26 / 208
15 - < 20	29 / 232
20 - < 25	32 / 256
25 +	35 / 280

2.2 Permanent part-time employees shall accrue PTO benefits in accordance with the above schedule, but on a prorated basis.

Section 3. PTO may accrue beyond seven hundred (700) hours during the year, but shall be reduced to seven hundred (700) hours once per year, effective on October 15 of each year.

Section 4. Requests for PTO must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the absence requested and fifteen (15) calendar days in advance of vacation periods of five (5) days or more duration. All PTO requests are subject to the supervisor's approval. The supervisor shall respond within twenty-four (24) hours to the forty-eight (48) hour request and within five (5) days for the longer period request. The advance notice requirements may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the Employer. When it is necessary for the Employer to disapprove PTO leave requests because of the number of employees requesting leave exceeds the number of employees the Employer determines it possible to grant PTO leave at one (1) time, the Employer shall grant such requests on the basis of department seniority. Seniority shall prevail for the scheduling of vacation or PTO prior to April 1 of each year.

Section 5. Upon termination of employment of permanent employees, such employees shall be paid for the unused accumulated PTO leave to their credit in accordance with and subject to the provisions of Article 15. Any PTO severance due to a terminating employee shall be paid at the employee's base rate at the time of termination.

Section 6. An employee who, because of extended illness or injury, is on a medical leave of absence, may elect to retain up to five (5) days (40 hours) of paid time off (pro-rated for part-time employees) prior to converting to an unpaid leave.

Section 7. PTO Cash-out Plan. An employee may request to be paid for accumulated PTO, to a maximum of forty (40) hours per year, in conjunction with taking forty (40) continuous hours of PTO provided that after the reduction of the hours requested, the employee retains a minimum PTO balance of forty (40) hours. The request may be made prior to the taking of forty (40) hours of PTO for payment with the last payroll prior to taking of the PTO or at any time within the same payroll year after the taking of forty (40) hours of continuous PTO. If the cash-out is requested prior to the taking of the PTO, and the employee does not take the forty (40) hours of requested PTO, the employee's pay will be reduced by forty (40) hours on the next payroll. The

number of whole hours that may be requested for cash-out will be determined by the employee and will be limited only by the employee's choice and the conditions previously stated in this section. Employees must make the election to exercise this option during open enrollment for participation in this benefit during the next payroll year.

Section 8. Exempt employees may not use PTO in a given pay period to accumulate hours beyond 80 unless the PTO was approved at least five working days in advance of the leave time being taken.

Section 9. Catastrophic Sick Bank (CSB) may be used for the employee's illness or injury after using five (5) days of PTO for that episode.

Section 10. Any employee who by reason of sickness or injury receives workers' compensation benefits may receive from the Employer additional differential benefit from the accumulated PTO, catastrophic sick bank (CSB) or other accumulated leave time, but the total weekly compensation including leave and workers' compensation benefits shall not exceed the weekly base pay rate of an employee.

ARTICLE 13. LEAVES OF ABSENCE

Section 1. General Conditions.

1.1 To the extent possible, requests for leave shall be made by employees prior to the beginning of the periods of absence, and no payment for any absence shall be made until the leave is properly approved.

1.2 An employee on an approved leave of absence may cancel the leave and return to work early with the approval of the Employer.

1.3 Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis. No such deduction shall be made from leave accumulations for holidays or non-work days falling within such leave with pay subject to the conditions set forth in Article 11.

1.4 The Employer, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the Employer finds that the employee is using the leave for purposes other than those specified at the time of approval.

1.5 The Employer shall continue to pay its share of insurance benefits as provided by Article 18, for employees on leave of absence with pay and for employees on an unpaid leave of absence under the Federal Family Medical Leave Act. Employees on leaves of absence without pay which are not taken in accordance with the Federal Family Medical Leave Act who are eligible to participate in the insurance coverages and who choose to participate while on leave shall be able to do so, but shall pay the full premium costs of such coverage.

1.6 Employees on approved leaves of absence shall continue to accrue County, Union and Classification seniority. Employees on leave with pay shall continue to accrue PTO benefits during their leave. Employees on leave without pay shall retain all unused PTO, but shall not accrue additional PTO leave during their leave of absence and may not utilize such benefits during the period of the leave.

1.7 Upon return from a leave of absence, the employee shall be reinstated in the position he/she held when the leave began or in a comparable position. An employee returning from leave without pay shall be reinstated at the point in the salary schedule where he/she was when the leave began, with any adjustments added to the schedule during his/her leave. However, unpaid leave time shall not be credited toward the time required to meet the trial period or probationary period.

Section 2. Leaves with Pay.

2.1 **Court Appearance.** Employees called for jury duty shall receive their normal compensation for days they are scheduled to work. Any payments or fees, excepting expenses, shall be remitted to the County. If an employee is excused from court duty prior to the end of the work shift, the employee shall return to work as directed by the County or make arrangements for a leave, with or without pay. Employees subpoenaed as a witness in an official capacity or for County related business will receive their normal compensation, less any fees exclusive of expenses, unless the action is instituted by the employee. Any voluntary absence to testify in litigation, not in the status of an employee, shall not qualify for any compensation and the employee shall arrange for a leave, with or without pay. Any party to a lawsuit, not connected to County duties shall not qualify for compensation and the employee shall arrange for a leave, with or without pay.

2.2 **Military Duty Leave.** In accordance with State and Federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his/her current base pay rate for the period of the active duty required for such training, not to exceed fifteen (15) calendar days per calendar year. The employee shall present the Employer with official copies of the orders received. The employee shall apply for such leave as soon as practical after the necessity for the leave is known.

2.3 **Funeral Leave.** Leave with pay, not deducted from PTO, to a maximum of three (3) days shall be granted upon the occasion of the death of the employee's current spouse, child or step child, parent or current parent-in-law.

Section 3. Leaves without Pay.

3.1 At the discretion of the Employer, a leave of absence without pay for reasons other than disability may be granted to an employee requesting such leave in writing. Such leave shall not exceed one (1) year, except educational leave for an employee enrolled in graduate school which may exceed one (1) year, but not exceed two (2) years.

3.2 **Parental Leave.**

3.2.1 In lieu of sick leave as provided in Article 13, Section 8, or PTO a non-probationary employee at his/her option may voluntarily elect to apply for an extended leave of absence without pay for parental purposes which shall be granted for a period not to exceed six (6) months, which will be treated as any other leave of absence.

3.2.2 Prior to October 12, 2012, an employee who elects to use sick leave for parental purposes may extend such leave, pursuant to Article 13, Section 6.

3.2.3 Selection of sick leave under 3.2.2 shall preclude use of 3.2.1.

3.3 Employees shall be entitled to military leaves of absence without pay for service in the armed forces of the United States. Such leave shall be authorized only in cases where the employee has been officially called to active duty in the military service, and shall be authorized only so long as the employee is in the service as required by the government.

3.4 Union Business. The Employer agrees to allow the officers and the representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the County Attorney's Office.

Section 4. Voluntary Unpaid Leave

4.1 Employees may participate in a voluntary leave without pay program whereby full-time employees may take 4 to 80 hours per year time-off-without-pay during a payroll year and such time off shall be referred to as Unpaid Leave (UL). Using UL shall not impact leave accruals or benefit status as long as it is accurately reported on the timecard as UL.

4.1.1 Part-time employees may take a prorated amount based on their budgeted FTE.

4.1.2 The minimum amount of UL to be taken on a single day shall be four (4) hours.

4.2 Employees shall request UL in the same manner as they are required to request PTO, and must receive approval from their supervisors before using the time.

4.3 UL shall not be granted if it creates significant reductions in the public receiving the services they need; in areas where granting such leave reduces or eliminates revenue; or if approving UL would require the payment of overtime to another employee.

4.4 Employees using UL during a Family Medical Leave (FMLA) shall take all UL in one block of time during the FMLA.

4.5 Employees who are approved to use UL during the probationary period will have their probationary period extended by the amount of UL taken.

ARTICLE 14. ABSENCE WITHOUT LEAVE

Section 1. Any absence of an employee from duty that is not promptly reported to and authorized by the Employer shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days shall be deemed to have resigned his/her employment, provided that the Employer may grant approval for leave subsequent to the authorized absence if the Employer determines the circumstances surrounding the absence warrant such action.

ARTICLE 15. SEVERANCE COMPENSATION

Section 1. An employee separating employment in good standing shall be eligible for severance compensation. The County reserves the right not to pay severance compensation if an employee is terminated for cause.

PTO shall be paid out in accordance with the following schedule:

Years of Continuous Service *	%age of PTO paid out upon resignation or retirement (based on maximum of 700 hours)	Paid in cash or to a Post-Employment Health Care Savings Plan (PEHCSP) **
< 5	30%	Cash
5 - < 7	50%	PEHCSP *
7	55%	PEHCSP *
8	60%	PEHCSP *
9	65%	PEHCSP *
10 - < 12	70%	PEHCSP *
12 - < 14	75%	PEHCSP *
14 - < 16	80%	PEHCSP *
16 - < 18	90%	PEHCSP *
18 - < 20	95%	PEHCSP *
20 +	100%	PEHCSP *

** In all cases, if an employee has fewer than 80 unused PTO hours upon resignation or retirement, the percentage will apply, but the entire amount shall be paid out in cash.

* Continuous employment is not disrupted by a lay-off period or an approved, unpaid leave.

Section 2. Payment of severance pay may be withheld whenever an employee leaving the County service fails to return equipment or other county property issued to the employee, or as otherwise indebted to the County.

Section 3. In the event severance compensation is due an employee as a result of death, the death benefits shall be paid to the surviving spouse or to the employee's estate.

ARTICLE 16. ALLOWANCES

Section 1. Automobile Allowance. Employees required by the Employer to use their personal cars while engaged in County work, shall be entitled to reimbursement at a one mile minimum per trip. Such reimbursement shall be at the rate established by the Internal Revenue Service. If the Internal Revenue Service sets the rate during a year retroactive to the beginning of the year, then the new rate will also be retroactive for employees entitled to reimbursement

ARTICLE 17. MEMBERSHIPS

Section 1. Organization Members. The Carver County Attorney's Office encourages its employees to become active members of local, state and national bar associations as well as national and state law-related organizations or committees whose goals and objectives are consistent with those of the Attorney's Office. Employees who are officers or committee members of such organizations may seek the approval of their supervisors to attend the meetings of those organizations when they occur during regular business hours, but such approval is subject to staffing considerations.

ARTICLE 18. INSURANCE

Section 1. Eligibility: Except as otherwise provided in Section 8 below, insurance benefits as herein specified shall apply only to employees regularly scheduled to work thirty-two (32) hours per week or more.

Section 2. Cafeteria Benefits Plan: The Employer shall provide each benefit-eligible employee with a combination of core benefits and a set dollar amount to apply to a variety of optional benefits based upon the employee's health insurance election.

Section 3. Core benefits include:

- 3.1 Life Insurance:** The Employer shall provide and pay the full premium cost of term life insurance for employees and their dependents to match non-bargaining staff per County Policy (currently Employee \$50,000, \$100,000 for accidental death; Employee's dependents as defined in the insurance policy: Spouse - \$2,000 and Children - \$1,000). Participation in the plan is mandatory for all eligible employees.
- 3.2 Long-Term Disability Insurance:** The Employer shall provide and pay the full premium of long-term disability insurance through the Employer-provided group coverage plan. Participation in the program is mandatory for all eligible employees.
- 3.3 Short-Term Disability Insurance:** The Employer shall provide and pay the premium for a short-term disability insurance benefit of \$100.00 per week wage replacement through the Employer-provided group coverage plan. Participation in the program at this level is mandatory for all eligible employees.

- 3.4 Employee Dental Insurance:** The Employer shall provide the full cost of employee dental insurance through the Employer-provided group coverage plan. Participation in the program at this level is mandatory for all eligible employees.

Section 4. Employer Contribution to Cafeteria Benefits: The amount of the Employer contribution shall be based on the employee's employer-sponsored health insurance plan election in accordance with the following schedule:

2019 Monthly Cafeteria Contributions:

Employee: \$700.00 or 100% of the single premium for the HDHP HSA Health Insurance Plan, whichever is greater.

Employee + Child(ren): \$860.00

Employee + Spouse: \$1,185.00

Family: \$1,460.00 or 68.6% of the family premium for the HDHP HSA Health Insurance Plan, whichever is greater.

Waiver: \$150.00 or an amount that is 10% more than the difference between the single cafeteria amount and the single premium for the HDHP HSA Health Insurance Plan, rounded to the nearest \$5.00 increment.

January 1, 2020 Monthly Cafeteria Contribution

Employee: \$735.00 or 100% of the single premium for the HDHP HSA Health Insurance Plan, whichever is greater.

Employee + Child(ren): \$895.00

Employee + Spouse: \$1,220.00

Family: \$1,495.00 or 68.6% of the family premium for the HDHP HSA Health Insurance Plan, whichever is greater.

Waiver: \$150.00 or an amount that is 10% more than the difference between the single cafeteria amount and the single premium for the HDHP HSA Health Insurance Plan, rounded to the nearest \$5.00 increment.

Section 5. Employer Contribution to the Health Reimbursement Account (HRA): The Employer shall provide benefit-eligible employees selecting the HDHP HRA Health Insurance Plan option, over the course of a full year of enrollment in the HRA Plan, with contributions to the Health Reimbursement Account based on the employee's employer-sponsored health insurance coverage election in accordance with the following schedule:

Annual HRA Contribution:

Employee: \$750.00

Employee + Child(ren): \$1,500.00

Employee + Spouse: \$1,500.00

Family: \$1,500.00

Section 6. Employer Contribution to the Health Savings Account (HSA): The Employer shall provide benefit-eligible employees selecting the HDHP HSA Health Insurance Plan option, over the course of a full year of enrollment in the HSA Plan, with contributions based on the employee's employer-sponsored health insurance coverage election. Contributions for eligible HDHP HSA Health Insurance Plan participants shall be provided in accordance with the following schedule:

Annual HSA Contribution

Employee: \$1,100.00

Employee + Child(ren): \$2,000.00

Employee + Spouse: \$2,000.00

Family: \$2,000.00

Section 7. Deductibles are subject to change based on IRS compliance requirements. The parties agree that such IRS compliance based changes are not subject to negotiations.

Section 8. Part-time Benefits: The Employer shall provide each eligible part-time employee regularly scheduled to work at least 20 but fewer than 32 hours per week with \$250.00 per month to apply toward the cost of Employer-sponsored single health insurance. If the part-time employee does not choose to be covered by the Employer-sponsored plan, the Employer will not provide such funds. The Employer will not contribute to fund the Health Reimbursement Account (HRA) or the Health Savings Account (HSA) for part-time employees.

Section 9. Liability Protection: The Employer agrees to provide for liability insurance protection for employees covered by this Agreement, who are performing professional level service. Such liability protection shall be for tort actions arising out of an alleged act or omission occurring within the scope of such employee's assigned official employment duties, except where such tort action arises from ignorance of laws, malfeasance, willful or wanton neglect of duty, or criminal negligence.

Section 10. Retiree Insurance: Employees shall be eligible for retiree health insurance pursuant to the County Personnel Policy.

Section 11. Advisory Insurance Committee: One employee covered by this Agreement will participate on the Advisory Insurance Committee. The Advisory Insurance Committee shall be committed to identifying and recommending insurance options that will provide affordable health insurance coverage for employees and contain insurance costs for employees and the Employer.

Section 12. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

ARTICLE 19. RIGHT OF SUBCONTRACT

Section 1. Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement.

Section 2. In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, the Employer shall notify the Union when such determination is made but in no case less than thirty (30) calendar days in advance of the

implementation of such determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the elimination of positions.

ARTICLE 20. INDIVIDUAL RIGHTS

Section 1. Employees have the right to join or refrain from joining the Union. Neither the Employer nor the Union shall discriminate against or interfere with the rights of employees to become or not to become members of the Union and, further, there shall be no discrimination or coercion against any employee because of Union membership or non-membership. The Union shall, in the responsibility as exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.

ARTICLE 21. SALARY RATES

Section 1. Employees shall be compensated in accordance with the salary schedules attached hereto as Appendix A and B. Employees employed in the bargaining unit on the date of ratification of the Agreement by both parties shall be eligible for the negotiated wage and salary increases.

Section 2. New employees shall normally be paid at the range minimum) of the Salary Schedule (Appendix A and B) for their classification, however, the Employer may pay a new employee at any point in the salary schedule, if such higher placement is justified by exceptional qualifications of the new employee or by lack of available, qualified, eligible persons at the minimum rate. Effective with the first full pay period following successful completion of the twelve (12) month probationary period an employee shall receive a performance increase that correlates to the overall rating for the new hire probationary evaluation. If the successful completion of the probationary period occurs after December 31, 2018 and prior to ratification of the successor agreement, the increase will be processed after ratification by both parties of a successor agreement.

Section 3. An individual promoted or reclassified to a higher grade shall have their salary placed within the new salary range, and shall generally reflect an increase of 5 – 9%. Upon request from the County Attorney, the Employee Relations Division Director may approve a new salary rate of up to 12% over their previous base rate, not to exceed the maximum of the new grade. Such an extraordinary increase shall be based on factors such as internal equity, the employee's performance prior to promotion, the employee's length of continuous service with Carver County, and market influences. Requests for a salary increase exceeding 12% shall require the approval of the County Administrator. Promoted employees will remain at this salary rate until they are eligible for the next negotiated salary increase.

Section 4. An employee who is specifically assigned to perform work which is at a higher classification shall receive his/her regular rate of pay for the first ten (10) working days of such work, and shall receive the higher classification rate for each day thereafter. Work out of the classification for the purpose of this Section shall mean the performance of work more than fifty percent (50%) of which shall exclusively be covered by a higher classification.

Section 5. The pay rate of an employee who is demoted for disciplinary reasons shall be either a 4.5% decrease or the maximum of the pay grade to which the employee is demoted, whichever results in the lower pay rate.

ARTICLE 22. DISCIPLINE AND DISCHARGE

Section 1. The Employer reserves the right to discipline employees for just cause. When appropriate, progressive discipline will be used, to correct employee conduct or performance that does not meet job standards or expectations. The form of the discipline will be in one of the following forms:

- A. Verbal Warning;
- B. Written Warning;
- C. Suspension;
- D. Demotion; or
- E. Discharge.

Section 2. Disciplinary Action Step. The County reserves the right to select the form of discipline that it deems appropriate under the circumstances. Progressive discipline may or may not be used by the County at its discretion.

Section 3. Procedures. An employee disciplined through a written warning, a suspension, a demotion, or a discharge will receive a copy of the document at the time the discipline is imposed, and a copy will be sent to the Union. The employee will sign the document acknowledging the employee has received the document. This signature does not mean that the employee agrees with the discipline.

Section 4. Personnel Files. An employee may examine his/her personnel file at reasonable times under the direct supervision of the Employer. Disciplinary documents will be part of the personnel file. The employee may place supplementary data in the personnel file as provided in the Government Data Practices Act.

4.1 A written warning shall be removed from the personnel file after three (3) years upon the written request of the affected employee to the Employee Relations Division, provided the employee has no disciplinary action during the three (3) year period.

Section 5. Union Representation. An employee will have the right to Union representation upon request for any disciplinary action by the Employer. The disciplinary action will be delayed for a reasonable period under the circumstances so that the requested Union representative can be in attendance.

Section 6. Grievances relating to suspension, demotion or discharge shall be filed at Step 2 of the grievance procedure set forth in Article 7, Section 4.

ARTICLE 23. INTERN EMPLOYEES

Section 1. Application.

1.1 Intern Employee. Intern Employee, for purposes of this Article, means an individual hired by the County who performs duties that are temporary, for a period not to exceed nine (9) months, and are not usually performed by a bargaining unit member.

1.2 Effect: The provisions of this Article 23 contain the only terms and conditions of employment which apply to Intern employees who become members of the bargaining unit.

Section 2. Terms and Conditions. The hourly rates for intern employees are established by the County Board.

2.1 Limit: Notwithstanding any other provision in the collective bargaining agreement to the contrary, the only terms and conditions of employment applicable to intern employees are the wage provisions of this Article.

ARTICLE 24. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section 1. This Agreement shall represent the complete Agreement between the Union and Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agree to do so.

ARTICLE 25. SAVINGS CLAUSE

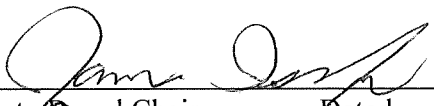
Section 1. In the event any provision of this Agreement shall be held to be contrary to law by a court or state or federal administrative agency of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. The voided provision shall be renegotiated at the request of either party, and said negotiations shall begin within thirty (30) days of the request. All other provisions shall continue in full force and effect.

ARTICLE 26. TERM OF AGREEMENT

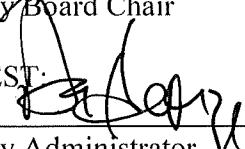
Section 1. This Agreement shall be in full force and effect from January 1, 2019 to December 31, 2020. Thereafter, the terms of the contract shall continue pursuant to the provisions of Minn. Stat. 179A.20, Subd. 6 (PELRA).

COUNTY OF CARVER

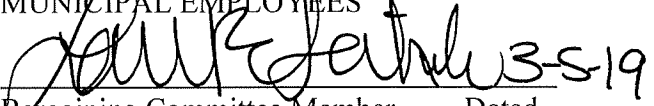
LOCAL 2789, COUNCIL 65,
AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES



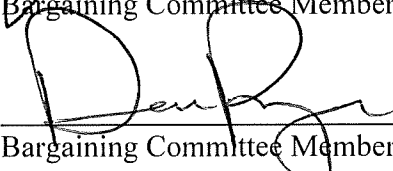
County Board Chair Dated

ATTEST:  3/20/19

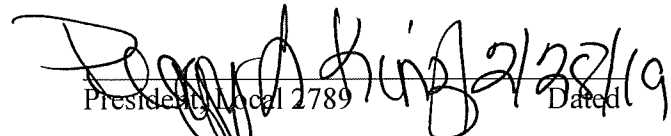
County Administrator Dated

 3-5-19

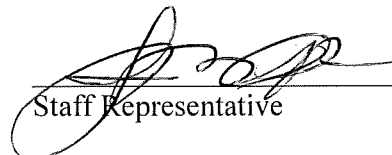
Bargaining Committee Member Dated

 3/5/19

Bargaining Committee Member Dated

 2/22/19

President Local 2789 Dated

 2/22/19

Staff Representative Dated

Appendix A

2019 Salary Ranges and Pay-for-Performance Matrix

2019 Salary Ranges: Effective the first full pay period in January 2019, implement salary ranges as established by the County Board. Salary ranges remain at the 2019 rates listed below until increased by the County Board.

2019 General Adjustment: Regular employees and probationary employees shall receive a 2.50% general increase effective the first full pay period in January of 2019, not to exceed the range maximum.

Annual Performance-Based Compensation: Eligible employees' salary actions shall be based on their annual performance evaluation overall rating for the previous calendar year's performance, based on the table below. Annual performance based compensation shall be effective the first full pay period in March of 2019.

There shall be no compounding of pay-for-performance compensation as it applies to probation and promotion.

Employees shall only receive pay-for-performance compensation based on the months they are actively employed in this bargaining unit.

Regular employees, on an approved leave of absence, who work less than five months (866 hours on 2080 schedule) in the calendar year under review shall receive an evaluation based on time worked and performance-based compensation based on the months worked. (For example: one month is 173 hours if on a 2080 schedule). When a performance evaluation is delayed due to an approved leave of absence-the appropriate payment will be processed the first full pay period following the completion of the evaluation process, with an effective date consistent with the type of increase. The hours requirement for regular employees budgeted to work less than forty (40) per week will be pro-rated based on their budgeted FTE

Pay-for-Performance Matrix (Effective January 1, 2019)

Salary Range	Pay for Performance Rating			
	Outstanding	Exceeds Expectations	Successful	Needs Improvement
>110%-120% of Target Rate	2.00% base + 1.00% lump sum	1.00% base + 1.00% lump sum	1.00% lump sum	0.00%
>100-110% of Target Rate	2.50% base + 0.50% lump sum	1.50% base + 0.50% lump sum	0.50% base + 0.50% lump sum	0.00%
Target				
>90%-100% of Target Rate	3.00% base	2.00% base	1.00% base	0.00%
80%-90% of Target Rate	3.00% base	2.00% base	1.00% base	0.00%

Implementation of 2019 Pay-for-Performance Compensation

- Calculation of Pay-for-Performance Compensation:
 - Pay-for-Performance salary actions for employees whose salary is at or below the target rate of the appropriate salary range will be calculated based on the target rate.
 - Pay-for-Performance salary actions for employees whose salary is above the target rate of the appropriate pay range will be calculated based upon the employee's base salary.
- No employee's salary may exceed the salary range maximum.
- Pay-for-Performance compensation may be granted up to the range maximum. If the performance increase exceeds the salary range maximum, the remainder shall be paid as a lump sum.
- Performance evaluations are not subject to the grievance procedure.
- Performance Evaluations shall be reviewed and approved by the County Attorney.

2019 Compensation

- Employees who terminate employment prior to the date of the County Board approval of this Agreement shall not be eligible for retroactive salary adjustments.

Appendix B

2020 Salary Ranges and Pay-for-Performance Matrix

2020 Salary Ranges: Effective the first full pay period in January 2020 implement salary ranges as established by the County Board. Salary ranges remain at the 2020 rates listed below until increased by the County Board.

2020 General Adjustment: Regular employees and probationary employees shall receive a 2.50% general increase effective the first full pay period in January of 2020, not to exceed the range maximum.

Annual Performance-Based Compensation: Eligible employees' salary actions shall be based on their annual performance evaluation overall rating for the previous calendar year's performance, based on the table below. Annual performance based compensation shall be effective the first full pay period in March of 2020.

There shall be no compounding of pay-for-performance compensation as it applies to probation and promotion.

Employees shall only receive pay-for-performance compensation based on the months they are actively employed in this bargaining unit.

Regular employees, on an approved leave of absence, who work less than five months (866 hours on 2080 schedule) in the calendar year under review shall receive an evaluation based on time worked and performance-based compensation based on the months worked. (For example: one month is 173 hours if on a 2080 schedule). When a performance evaluation is delayed due to an approved leave of absence-the appropriate payment will be processed the first full pay period following the completion of the evaluation process, with an effective date consistent with the type of increase. The hours requirement for regular employees budgeted to work less than forty (40) per week will be pro-rated based on their budgeted FTE.

Pay-for-Performance Matrix (Effective January 1, 2020)

	Pay for Performance Rating			
Salary Range	Outstanding	Exceeds Expectations	Successful	Needs Improvement
>110%-120% of Target Rate	2.00% base + 1.00% lump sum	1.00% base + 1.00% lump sum	1.00% lump sum	0.00%
>100-110% of Target Rate	2.50% base + 0.50% lump sum	1.50% base + 0.50% lump sum	0.50% base + 0.50% lump sum	0.00%
Target				
>90%-100% of Target Rate	3.00% base	2.00% base	1.00% base	0.00%
80%-90% of Target Rate	3.00% base	2.00% base	1.00% base	0.00%

Implementation of 2020 Pay-for-Performance Compensation

- Calculation of Pay-for-Performance Compensation:
 - Pay-for-Performance salary actions for employees whose salary is at or below the target rate of the appropriate salary range will be calculated based on the target rate.
 - Pay-for-Performance salary actions for employees whose salary is above the target rate of the appropriate pay range will be calculated based upon the employee's base salary.
- No employee's salary may exceed the salary range maximum.
- Pay-for-Performance compensation may be granted up to the range maximum. If the performance increase exceeds the salary range maximum, the remainder shall be paid as a lump sum.
- Performance evaluations are not subject to the grievance procedure.
- Performance Evaluations shall be reviewed and approved by the County Attorney.

2020 Compensation

- Employees who terminate employment prior to the date of the County Board approval of this Agreement shall not be eligible for retroactive salary adjustments.